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COMPLAINT AND REQUEST FOR
DISPUTE RESOLUTION
OF ESSEX TELCOM INC.
AGAINST GALLATIN RIVER
COMMUNICATIONS, L.L.C. §
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CHIEF CLERK'S OFFICE

01-0427

COMPLAINT AND REQUEST FOR DISPUTE RESOLUTION
OF ESSEX TELCOM, INC. AGAINST
GALLATIN RIVER COMMUNICATIONS, L.L.C.

TO THE HONORABLE COMMISSION:

I. INTRODUCTION

1. Essex Telcom, Inc. ("Essex"), by and through its undersigned attorneys, hereby files this complaint pursuant to Section 13-515 of the Public Utilities Act [220 ILCS 5/13-515], complaining of acts or things done or omitted to be done by Gallatin River Communications, L.L.C. ("Gallatin") in violation of Section 13-514 of the Public Utilities Act [220 ILCS 5/13-514]. Specifically, Essex represents to the Commission that Gallatin, a telecommunications carrier, is (a) unreasonably acting or failing to act in a manner that has a substantial adverse effect on the ability of Essex, another telecommunications carrier, to provide service to its customers and (b) violating the terms of or unreasonably delaying implementation of the parties' interconnection agreement, entered into pursuant to Section 252 of the federal Telecommunications Act of 1996 in a manner that unreasonably delays or impedes the availability of telecommunications services to consumers.

2. Additionally, and in the alternative, Essex seeks expedited resolution by the Commission of disputes arising under the interconnection agreement entered into by the Parties and approved by this Commission, and requests that resolution occur in no event later than sixty (60) days from the date of submission of this dispute, pursuant to the terms of the parties' interconnection

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agreement.

3. Additionally, and in the alternative, Essex complains pursuant to Section 10-108 of the Public Utilities Act [220 ILCS 5/10-108], complaining of acts or things done or omitted to be done by Gallatin River Communications, L.L.C. ("Gallatin") in violation of the Public Utilities Act and of rules and orders of this Commission, and asks for speedy resolution thereof.

4. In support of this complaint, Essex states as follows:

II. FACTUAL BACKGROUND

5. Gallatin is, and at all times material hereto has been, a Delaware corporation and an "incumbent local exchange carrier" ("ILEC") as defined by the federal Telecommunications Act, 47 U.S.C. § 251(h), in certain exchange areas in the State of Illinois, having its principal place of business at 100 N. Cherry, Galesburg, Illinois, 61401.

6. Essex is, and at all times material hereto has been, an Illinois corporation, and operates or intends to operate as a competitive Local Exchange Carrier in some or all of those same exchange areas, having its principal place of business at 2 East Third Street, Sterling, Illinois 61081. Essex has authority to provide local switched services in Illinois.

7. Essex and Gallatin entered into that one certain interconnection agreement entitled "INTERCONNECTION AGREEMENT Between Gallatin River Communications, L.L.C. and Essex Telcom, Inc." on December 21, 1999, pursuant to Section 252 of the federal Telecommunications Act of 1996. The Commission approved that agreement.

III. BASIS OF COMPLAINT

8. Essex and Gallatin are still in the process of implementing physical interconnection. The parties have a dispute over implementation and Gallatin refuses to exchange traffic unless Essex waives rights it possesses under the Agreement and FCC rules. The dispute relates to the cost

responsibility for switching and transport on Gallatin's side of the interconnection point(s) ("IP") between Essex's network and Gallatin's network. Gallatin is attempting to require Essex to bear the entire cost of the originating switching and transport within and from each Gallatin local calling area to the IP.¹

9. Gallatin's attempt to impose originating switching and transport charges for transport from the IP to each local calling area, and vice versa, is unlawful, unfair, unjust, unreasonable, and unduly discriminatory.

10. Essex has chosen to have a single IP in the LATA with each party bearing the cost of switching and transport on its side of the IP. Essex's right to make this choice is based on the Agreement and the interconnection rules of the Federal Communications Commission.

11. Part C – Attachment I, Price schedule of the parties' interconnection agreement provides, in pertinent part:

Section 2. Interconnection and Reciprocal Compensation

2.1 The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment III of this Agreement.

2.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment III of this Agreement.

12. Attachment III, Interconnection, of the parties' interconnection agreement ("the Agreement") provides, in pertinent part:

Section 1. Local Interconnection Trunk Arrangement

¹ The correspondence between the parties, including Gallatin's counsel's last letter refusing to exchange traffic unless Essex bears full cost responsibility for switching and transport is attached to this complaint as Exhibit "A."

1.1 The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on each other's networks as follows:

1.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic.

1.1.2 Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Gallatin's network. Upon agreement between CLEC and Gallatin, equal access InterLATA and/or IntraLATA traffic may be combined on the same trunk group as Local Traffic, non-equal access IntraLATA toll traffic, and local transit traffic.

1.1.3 Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 Router.

1.2 Interconnection Point

1.2.1 "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Gallatin for the local interconnection of their networks.

1.2.2 CLEC will be responsible for engineering and maintaining its network on its side of the IP. Gallatin will be responsible for engineering and maintaining its network on its side of the IP. If and when the parties choose to interconnect at a mid-span meet, CLEC and Gallatin will jointly provision the facilities that connect the two networks. Gallatin will be required to provide fifty (50) percent of the facilities or to its exchange boundary, whichever is less. CLEC will be required to provide fifty (50) percent of the facilities or to Gallatin's exchange boundary, whichever is greater.

Section 2. Signaling

2.1 Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in TR 905 Telcordia Standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for CCS-based features in the interconnection of their networks. The Parties shall use reasonable efforts to adhere to Network Operations Forum (NOF) standards.

2.2 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is

available. Gallatin will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

2.2.1 Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Gallatin an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within 30 days of the Approval Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS extended super frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Gallatin. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Gallatin internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

Section 3. Network Servicing

3.1 Trunk Forecasting:

3.1.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make as reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts shall include:

3.1.1.1 Yearly forecasted trunk quantities (which include baseline data that reflect actual tandem and end office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

3.1.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

3.1.1.3 Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase

or decrease in trunking demand for the following forecasting period.

3.1.2 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

3.1.3 Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.

3.1.4 Trunking can be established to tandems or end offices or a combination of both via two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Gallatin. Initial trunking will be established between the CLEC switching centers and Gallatin's access tandem(s). The Parties may utilize direct end office trunking depending upon tandem exhaust, traffic volumes, or by mutual agreement.

3.2 Grade of Service

3.2.1 A blocking standard of one percent (.01) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Gallatin access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01).

3.3 Trunk Servicing

3.3.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for local service ordering.

13. Essex has already indicated to Gallatin its selection of its IP in the LATA. That IP is the Gallatin tandem in Dixon, Illinois. Essex has established collocation with Gallatin in Dixon. The Essex switch is located in Sterling, Illinois.

14. Essex desires to provide service to some customers through what Gallatin describes as "Virtual NXX" service – that is, these customers are not physically located in the same rate

center as their NXX.² Essex, however, provides service between the customer's physical location and the NXX on its network.

15. Gallatin takes the position that Essex must pay Gallatin compensation for calls originated by Gallatin's customers, routed over Gallatin's network, delivered to Essex at the IP and then transported and terminated over Essex' network from the Dixon IP to the Sterling POP to any user not physically located in the same NXX rate center as the calling party. Gallatin apparently claims that such traffic is interexchange. Gallatin demands that Essex (1) have its customers pay Gallatin for a business line between Dixon and Sterling, (2) resell Gallatin's business line service to its customers, or, (3) pay exchange access to Gallatin before it will exchange such traffic.

16. In short, Gallatin is demanding that it be compensated for switching and transport on Gallatin's side of the IP before exchanging originating traffic.³ It does so by demanding either compensation to Gallatin for the switching and transport required to deliver traffic to the IP, or by demanding that Essex's customers contract with Gallatin for services duplicative of those *already provided* by Essex to its customers.

17. The traffic in question will be carried from the Dixon IP to the Sterling POP by Essex, pursuant to its obligations under FCC rules. Gallatin incurs no more cost to exchange this traffic than it does for any other traffic routed by it to the Essex IP, and Gallatin is entitled to no compensation therefor.

18. The traffic in question is not "toll" traffic under the parties' interconnection agreement. That is, it is not "telephone service between stations in different exchange areas for which there

² Essex will also have customers that are physically located in Dixon.

³ Gallatin will also presumably attempt to assess terminating access charges when an Essex user calls a Gallatin user. Switched access charges are not the appropriate compensation vehicle for this type of traffic, regardless of direction.

is made a separate charge not included in contracts with subscribers for exchange service,” as defined in Section 153(48) of the federal Telecommunications Act. It is not “exchange access,” that is “the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services,” as defined in Section 153(16).⁴ Gallatin is not, therefore, entitled to charge exchange access for this traffic under the parties’ interconnection agreement.

19. Gallatin has not indicated to Essex that any of the conditions specified in Section 3.1.4 (tandem exhaust, traffic volumes) that may justify direct end office terminations are met. Similarly, as far as Essex is aware, Gallatin has not informed Essex that any of the Gallatin end offices in the local exchange areas in which Essex will provide service do not subtend the Dixon tandem. Finally, Gallatin has not requested any agreement from Essex to establish direct end office trunking to any particular end office; instead, Gallatin is refusing to interconnect unless Essex pays for switching and transport on Gallatin’s side of the IP.⁵ Section 3.1.4, which requires mutual agreement, does not allow Gallatin to impose cost obligations far beyond and in direct conflict with the express terms of the Agreement and FCC rules.

20. The FCC’s rules are consistent with the Agreement, and the FCC has recently reaffirmed and clarified these rules. A CLEC has the right to establish a single IP in a LATA and an ILEC bears the responsibility and cost of delivering traffic to and from the IP. The ILEC cannot assess access charges.

⁴ Some of the traffic will be “information access” under the FCC’s recent orders. Regardless of whether information access is a subset of “exchange access” or some other type of “access,” the ESP customer is exempt from access charges. Gallatin’s attempt to impose access charges on Essex for traffic delivered to a customer that is exempt from access is unlawful, unjust, unreasonable and discriminatory.

⁵ Direct end office terminations would still not resolve the dispute in any event. Gallatin would likely still demand end office switching access charges.

21. The FCC has extensively explained this issue as developed in its rules. *See* 47 U.S.C. § 251(c)(2), (3); 47 C.F.R. § 51.305(a)(2); In the Matter of Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92, *Notice Of Proposed Rulemaking*, ¶¶ 72, 112-114 (Rel. April 27, 2001); In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-Bound Traffic CC Docket Nos. 96-98, 99-68, *Order On Remand And Report And Order*, note 149 (Rel. April 27, 2001)⁶; In the Matter of Application by SBC Communications, *et al* to Provide In-Region, InterLATA Services in Texas, CC Docket No. 00-65, *Memorandum Opinion and Order*, FCC 00-238 at ¶ 78 (Rel. June 30, 2000); In the Matters of TSR Wireless, LLC, *et al.*, v. U S West Communications, Inc., *et al.*, File Nos. E-98-13, E-98-15, E-98-16, E-98-17, E-98-18, *Memorandum Opinion And Order*, FCC 00-194, ¶¶ 25, 31 (Rel. June 21, 2000). As the FCC explains in these decisions, a carrier can designate a single point of interconnection in a LATA and each carrier is responsible for the underlying cost of the facilities on its side of the interconnection point and the cost of delivering calls to the networks of interconnecting carriers. While the FCC has invited comment on whether the “single POI rules” should be changed, it has now made it perfectly clear that the current rules require ILECs such as Gallatin to allow a CLEC to establish a single IP in the LATA and prohibit an ILEC from charging a CLEC for switching and transport from a local calling area to the IP.

22. This Commission clearly understands the FCC’s position on this issue. As it stated in its arbitration decision in the Level 3 arbitration, “the FCC’s ‘rules of the road’ as set out in TSR Wireless, LLC v. U.S. West Communications, Inc., *Memorandum Opinion and Order*, FCC 00-

⁶ Note 149 to the *Remand Order* states: “This interim regime affects only the intercarrier *compensation* (*i.e.*, the rates) applicable to the delivery of ISP-bound traffic. It does not alter carriers’ other obligations under out Part 51 rules, 47 C.F.R. Part 51, or existing interconnection agreements, such as obligations to transport traffic to points of interconnection.” (emphasis added).

194 (June 21, 2000) make clear that the originating carrier is responsible for the cost of delivering the call to the network of the co-carrier who will terminate the call.”⁷

23. The question in the Level 3 arbitration, “[w]hether Level 3 should be required to compensate [ILEC] for interexchange transport and switching associated with its FX/virtual NXX service,”⁸ is virtually identical to that presented in this case, and the Commission should come to the same conclusion here as it did there – that no such compensation can be required in light of the FCC’s clear “rules of the road.”

24. Even if the FCC’s “single POI rules” did not have this result and Essex were required to establish multiple IPs, Gallatin would still bear cost responsibility for the transport facilities in relation to its percent of originating traffic. 47 C.F.R. § 51.709(b) states:

(b) The rate of a carrier providing transmission facilities dedicated to the transmission of traffic between two carriers’ networks shall recover only the costs of the proportion of that trunk capacity used by an interconnecting carrier to send traffic that will terminate on the providing carrier’s network. Such proportions may be measured during peak periods.

The FCC discussed this rule in the *Local Competition Order*⁹:

1062. Finally, in establishing the rates for transmission facilities that are dedicated to the transmission of traffic between two networks, state commissions should be guided by the default price level we are adopting for the unbundled element of dedicated transport. For such dedicated transport¹⁰, we can envision several scenarios involving a local carrier that provides transmission facilities (the “providing carrier”) and another local carrier with which it interconnects (the

⁷ Level 3 Communications, Inc. Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Illinois Bell Telephone Company d/b/a Ameritech Illinois, Arbitration Decision (June 30, 2000), at 9.

⁸ *Id.*, at 6.

⁹ In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, *First Report and Order*, 11 FCC Rcd. 15499 (1996) (*Local Competition Order*).

¹⁰ Paragraph 1039 of the *Local Competition Order* clarifies that “transport” as used in § 251(b)(5) of the Act pertains to trunking (whether common or dedicated) used to carry inter-network traffic from the IP to the terminating carrier’s end office switch.

"interconnecting carrier"). The amount an interconnecting carrier pays for dedicated transport is to be proportional to its relative use of the dedicated facility. For example, if the providing carrier provides one-way trunks that the interconnecting carrier uses exclusively for sending terminating traffic to the providing carrier, then the interconnecting carrier is to pay the providing carrier a rate that recovers the full forward-looking economic cost of those trunks. The interconnecting carrier, however, should not be required to pay the providing carrier for one-way trunks in the opposite direction, which the providing carrier owns and uses to send its own traffic to the interconnecting carrier. Under an alternative scenario, if the providing carrier provides two-way trunks between its network and the interconnecting carrier's network, then the interconnecting carrier should not have to pay the providing carrier a rate that recovers the full cost of those trunks. These two-way trunks are used by the providing carrier to send terminating traffic to the interconnecting carrier, as well as by the interconnecting carrier to send terminating traffic to the providing carrier. Rather, the interconnecting carrier shall pay the providing carrier a rate that reflects only the proportion of the trunk capacity that the interconnecting carrier uses to send terminating traffic to the providing carrier. This proportion may be measured either based on the total flow of traffic over the trunks, or based on the flow of traffic during peak periods. Carriers operating under arrangements which do not comport with the principles we have set forth above, shall be entitled to convert such arrangements so that each carrier is only paying for the transport of traffic it originates, as of the effective date of this order.

25. Even if Essex has some cost responsibility for the transport trunks between each local calling area and the IP, that cost responsibility is limited only to the proportion equal to Essex's percent of originating use. Gallatin's attempt to require Essex to bear 100% cost responsibility regardless of the direction of the traffic violates the FCC's rules. Similarly, Gallatin has no right to demand end office switching access charges when Gallatin's customers call Essex's customers with NXXs associated with the same rate center as that of the calling party.

26. As shown above, Gallatin is refusing to exchange traffic unless Essex assumes the entire cost burden of all switching and transport from each Gallatin local calling area to the IP. This demand is wholly inconsistent with the parties' current interconnection agreement and the FCC's rules. This dispute has delayed implementation of Essex's entry into local

competition with Gallatin. Gallatin's refusal to abide by the contract and rules is unlawful, unjust, unreasonable, anti-competitive and in violation of law.

27. By insisting upon this compensation, Gallatin is unreasonably acting or failing to act in a manner that has a substantial adverse effect on the ability of Essex to provide service to its customers.

28. By insisting upon this compensation, Gallatin is violating the terms of and unreasonably delaying implementation of the parties' interconnection agreement, entered into pursuant to Section 252 of the federal Telecommunications Act of 1996 in a manner that unreasonably delays or impedes the availability of telecommunications services to consumers.

29. Essex will likely succeed on the merits of this complaint.

30. The violations alleged above have a substantial adverse effect upon the ability of Essex to provide service to its customers, and Essex will suffer irreparable harm if emergency relief is not granted. Granting emergency relief in this case would be in the public interest.

IV. PROCEDURAL MATTERS

31. Essex has fulfilled the requirements of Section 13-515 (c) of the Public Utilities Act [220 ILCS 5/13-515(c)]. Specifically, Essex has notified Gallatin of the violations of Section 13-514 alleged herein and offered Gallatin 48 hours to correct the situation. Gallatin has not corrected the situation as requested, and continues to refuse to do so. The relevant correspondence between the parties is attached hereto as Exhibit "A".

32. Essex does not, at this point, agree to waive the time limit requirements of Section 13-514(d) of the Public Utilities Act [220 ILCS 5/13-514(d)], except insofar as they must be waived for the Commission to grant relief under of Section 13-514(e) of the Public Utilities Act [220 ILCS 5/13-514(e)].

33. Essex agrees to service by electronic means, pursuant to Sections 200.1050, 761.130, 761.1050, and 766.1050 of the Commission's rules.

34. Essex is filing, contemporaneously with this Complaint, a Request for Leave for the undersigned counsel to appear before this Commission.

35. Attached hereto, pursuant to Section 766.110 of the Commission's rules, is a draft order complying with the requirements for an order that are specified in Section 13-514(e) of the Public Utilities Act [220 ILCS 5/13-514(e)]

V. POSITIONS OF THE PARTIES

36. In the event that such a description is needed, pursuant to Sections 252(b)(2)(A)(i) and (ii) of the federal Telecommunications Act, 47 U.S.C. Section 252(b)(2)(A)(i) and (ii), the following is Essex's position on each of the unresolved issues. In addition, Essex states the position of Gallatin on each issue as Essex understands it. To the extent Essex inaccurately reports Gallatin's position, Essex expects that Gallatin will clarify its position, and the basis therefor, in its response pursuant to Section 252(b)(3) of the Act.

A. Liability for Switching and Transport of Traffic From Local Calling Areas to the IP

1. Essex's Position

Essex is not required to compensate Gallatin access charges for switching and transport of traffic from Gallatin's local calling areas to the IP, and Gallatin is required to exchange such traffic without obtaining Essex's agreement in advance for such compensation.

2. Gallatin's Position

Gallatin believes that it is entitled to charge Essex access charges for end office switching and transport of traffic from local calling areas to the IP. It maintains that Essex must have its

customers pay Gallatin for a business line between Dixon and Sterling, resell Gallatin's business line service to its customers, or pay exchange access to Gallatin to complete calls from Gallatin's customers to Essex's customers in Sterling.

III. CONCLUSION AND PRAYER

37. The acts and omissions of Gallatin complained of above constitute the knowing impediment by Gallatin of the development of competition, have a substantial adverse effect on the ability of Essex to provide service to its customers, and violate the terms of and unreasonably delay the implementation of the parties' interconnection agreement.

38. **WHEREFORE**, for the foregoing reasons, Essex prays that:

- A. the Commission accept this complaint;
- B. the Commission use the expedited procedures provided by Section 13-515 of the Public Utilities Act [220 ILCS 5/13-515] to resolve this complaint;
- C. the Commission enforce the Agreement and require Gallatin to interconnect and exchange traffic with Essex in accordance with the Agreement and FCC rules;
- D. the Commission grant emergency relief pursuant to Section 13-515(e) of the Public Utilities Act [220 ILCS 5/13-515(e)], prohibiting Gallatin from imposing the charges complained of above and directing it to immediately interconnect and transfer the traffic described above without the charges it is attempting to impose;
- E. the Commission quickly conduct such proceedings as are necessary and upon such hearings to grant interim and such other and further relief to Essex may show itself to be entitled so that Essex may begin service to its customers.

Respectfully submitted,

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By: _____

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Attorneys for Essex Telcom, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Complaint has been served on the following by depositing with a private express courier service, properly addressed with charges prepaid or payment arrangements made, on this 4th day of June, 2001.

The Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62701

The Executive Director
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62701

The General Counsel
Illinois Commerce Commission
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Joseph D. Murphy
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306 West Church St.
Champaign, IL 61826

Gallatin River Communications, L.L.C.
100 N. Cherry
Galesburg, IL 61401

W. Scott McCollough

VERIFICATION

STATE OF ~~TEXAS~~ ILLINOIS

COUNTY OF LEE

I, Marc Wolner, do on oath depose and state that the facts contained in the foregoing document are true and correct to the best of my knowledge and belief, and that the requirements of Section 13-515 (c) of the Public Utilities Act [220 ILCS 5/13-515(c)] have been fulfilled.

SIGNATURE OF PERSON VERIFYING DOCUMENT

Name: Marc Wolner

Title: President - Essex Telecom, Inc.

SIGNED AND SWORN TO BEFORE ME THIS 30th DAY OF MAY, (year). 2001

Robin J. Stithem
NOTARY PUBLIC

